

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
Civil Action No. _____

Dareus Stevons and TEC's Trucking, LLC,)
)
Plaintiffs,)
)
vs.) **Summons**
)
Love's Travel Stops & Country Stores, Inc.,)
Love's Truck Solutions, LLC, and Love's)
Solutions, LLC d/b/a Love's Travel Stops)
and d/b/a Love's Tire Care,)
)
Defendants.)
_____)

TO: DEFENDANTS AND THEIR COUNSEL

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber, at 2236 Ashley Crossing Drive, Charleston, SC 29414, within thirty (30) days after the service hereof, exclusive of the day of service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiffs will apply to the Court for the relief demanded in the Complaint, and judgment by default may be entered against you.

THE BOSTIC LAW GROUP, P.A.

_____/s Christopher M. Ramsey
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May 22, 2022

Charleston, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF AIKEN)	Civil Action No. _____
Dareus Stevons and TEC's Trucking, LLC,)	
)	
Plaintiffs,)	
)	
vs.)	Complaint
)	(Jury Trial Demanded)
Love's Travel Stops & Country Stores, Inc.,)	
Love's Truck Solutions, LLC, and Love's)	
Solutions, LLC d/b/a Love's Travel Stops)	
and d/b/a Love's Tire Care,)	
)	
Defendants.)	
_____)	

NOW COME Dareus Stevons and TEC's Trucking, LLC, Plaintiffs in the above-captioned action, and submit their Complaint against the Defendants as follows:

Identity of Parties and Jurisdictional Allegations

1. At the time of the accident complained of, Dareus Stevons was a resident of Durham County, North Carolina.
2. TEC's Trucking, LLC (TEC's) is a North Carolina limited liability company which regularly does business in South Carolina, with its principal place of business at 222 Southerland Street in Durham, NC.
3. Love's Travel Stops & Country Stores, Inc. is an Oklahoma corporation which regularly does business in South Carolina, and which may be served with process in this action through its registered agent, CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223.
4. Love's Truck Solutions, LLC is an Oklahoma limited liability company which regularly does business in South Carolina, and which may be served with process in this action

- through its registered agent, CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223.
5. Love's Solutions, LLC is an Oklahoma limited liability company which regularly does business in South Carolina, and which may be served with process in this action through its registered agent, CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223.
 6. The aforementioned Love's entities also regularly do business under the trade names "Love's Travel Stops" and "Love's Tire Care."
 7. Defendants are collectively referred to herein as "Love's."
 8. Love's owns and operates approximately 500 truck stops and travel centers in 41 different states.
 9. As part of its business, Love's also manufactures, refurbishes, and sells tires to the public.
 10. This is an action for negligence, gross negligence, recklessness, products liability, and breach of warranty regarding a failed tire product and a resulting motor vehicle accident which occurred in Aiken County.
 11. This Court has jurisdiction over the parties and subject matter of this action.
 12. Venue is proper in this Court.

Facts Common to All Counts

13. On the day prior to the accident at issue, TEC's purchased three re-treaded tires from Love's which Love's installed on TEC's truck.
14. Dareus Stevons, a driver for TEC's, drove the truck with its cargo the following day.

15. At approximately 8:03 p.m. on May 22, 2019, Dareus Stevons was lawfully operating the truck in North Augusta, SC on Interstate 520 westbound.
16. As Mr. Stevons exited onto the I-520 connector off-ramp, one of the Love's tires failed and the tread separated from the casing, causing the truck to overturn.
17. As a direct and proximate result of the truck overturning, Mr. Stevons sustained physical injuries, the truck was damaged, and the cargo in the truck was damaged.
18. Upon information and belief, Love's had taken an existing tire casing and placed a new tread on it.
19. Love's failed to correctly bond the tread to the casing, which caused the tread to come off the casing and for the tire to fail when it was placed under normal driving conditions.

FOR A FIRST CAUSE OF ACTION
(Negligence/Gross Negligence/Recklessness)

20. All preceding allegations are realleged as if fully repeated verbatim herein.
21. Love's owed a duty to use ordinary care in the manufacture and sale of its tires.
22. Love's breached its duty of care and was negligent, reckless, willful, wanton, careless and grossly negligent in the following ways:
 - a) In failing to properly bond the tread of the tire to the casing;
 - b) In failing to check the bond between the tread of the tire and its casing;
 - c) In failing to implement quality control measures to ensure that the tire was properly manufactured;
 - d) In placing a defective tire into the stream of commerce; and
 - e) Such other acts and omissions as may be learned of during discovery.

23. The foregoing acts and omissions by Love's were the direct and proximate cause of Plaintiffs' injuries, resulting in Mr. Stevons' conscious pain and suffering and TEC's property damage.
24. As a direct and proximate result of Love's negligence, Mr. Stevons has sustained injuries which have required medical treatment and related expenses. Plaintiff has also been unable to work and has lost wages.
25. Wherefore, Plaintiffs are informed and believe that they are entitled to judgment against the Defendant for actual damages and punitive damages as may be set by jury.

FOR A SECOND CAUSE OF ACTION
(Products Liability)

26. All preceding allegations are realleged as if fully repeated verbatim herein.
27. As stated herein, the tire manufactured and sold by Love's to TEC's had an unreasonably dangerous defect.
28. At the time the tire failed, it was being used in exactly the way that it was intended to be used.
29. The tire which failed had not been substantially changed from its original condition when sold by Love's.
30. As a direct and proximate result of the unreasonably dangerous defect in the tire, Dareus Stevons and TEC's sustained bodily injuries and property damage, respectively.
31. Wherefore, Plaintiffs are informed and believe that they are entitled to a judgment against the Defendant for actual damages and punitive damages as may be set by jury.

FOR A THIRD CAUSE OF ACTION
(Breach of Warranty)

32. All preceding allegations are realleged as if fully repeated verbatim herein.

33. At the time of sale, Love's made certain express warranties concerning how the tire would function.

34. By virtue of selling the product in the stream of commerce, Love's made implied warranties that the tire would be of good and workmanlike quality and that it would be fit for its intended purpose.

35. Love's breached these warranties by manufacturing and selling a tire which was subject to failure due to an improper bond between the tread and the casing.

36. As a direct and proximate result of this breach of warranty, Dareus Stevons and TEC's sustained bodily injuries and property damage, respectively.

37. Wherefore, Plaintiffs are informed and believe that they are entitled to a judgment against the Defendant for actual damages and punitive damages as may be set by jury.

WHEREFORE, Plaintiffs pray for the following:

- a) A trial by jury as to all issues of fact;
- b) A judgment against Love's for Dareus Stevons' actual damages and punitive damages;
- c) A judgment against Love's for TEC's actual damages and punitive damages;
- d) The costs of this action; and
- e) For such other relief as the Court deems proper.

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